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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Glenroy Cranston,

Plaintiff,

vs.

**Angelic Behavioral Health LLC, an
Arizona corporation, and Joseph Ndungu
and Esperance Mapendo, a Married
Couple,**

Defendant.

No.

VERIFIED COMPLAINT

Plaintiff, Glenroy Cranston (“Plaintiff” or “Glenroy Cranston”), sues the
Defendant, Angelic Behavioral Health LLC and Joseph Ndungu and Esperance Mapendo
 (“Defendants”), and alleges as follows:

PRELIMINARY STATEMENT

1. This is an action for unpaid minimum wages, liquidated damages,
attorneys’ fees, costs, and interest under the Fair Labor Standards Act (“FLSA”),
U.S.C. § 201, et seq.; unpaid minimum wages under the Arizona Minimum Wage Act
 (“AMWA”), Arizona Revised Statutes (“A.R.S.”) Title 23, Chapter 2, Article 8; and

1 unpaid wages under the Arizona Wage Act (“AWA”), A.R.S. Title 23, Chapter 2, Article
2 7.

3 2. The FLSA was enacted “to protect all covered workers from substandard
4 wages and oppressive working hours.” Barrentine v. Ark Best Freight Sys. Inc., 450 U.S.
5 728, 739 (1981). Under the FLSA, employers must pay all non-exempt employees a
6 minimum wage of pay for all time spent working during their regular 40-hour
7 workweeks. See 29 U.S.C. § 206(a). Under the FLSA, employers must pay all non-
8 exempt employees an overtime rate of pay for all time spent working in excess of 40 hours
9 in a given workweek. See 29 U.S.C. § 207(a).
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11

12 3. The AMWA, A.R.S. § 23-363, et seq., establishes a minimum wage within
13 the State of Arizona.

14 4. The AWA, A.R.S. § 23-350, et seq., establishes standards for wage
15 payments to employees within the State of Arizona.
16

17 **JURISDICTION AND VENUE**

18 5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and
19 29 U.S.C. § 201, *et seq.* because this civil action arises under the Constitution and law of
20 the United States. This Court also has subject matter jurisdiction pursuant 28 U.S.C. §
21 1367 because the state law claims asserted herein are so related to claims in this action
22 over which this Court has subject matter jurisdiction that they form part of the same case
23 or controversy under Article III of the United States Constitution.
24

25 6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(ii) because
26 acts giving rise to the claims of Plaintiff occurred within the District of Arizona, and
27

1 Defendants regularly conducts business in and has engaged in the wrongful conduct
2 alleged herein – and, thus, is subject to personal jurisdiction in – this judicial district.

3
4 **PARTIES**

5 7. At all times material to the matters alleged in this Complaint, Plaintiff was
6 an individual residing in Maricopa County, Arizona, and is a former employee of
7 Defendant.

8 8. At all material times, Defendant Angelic Behavioral Health LLC is a
9 limited liability company duly licensed to transact business in the State of Arizona. At all
10 material times, Defendant Angelic Behavioral Health LLC does business, has offices,
11 and/or maintains agents for the transaction of its customary business in Maricopa County,
12 Arizona.

13
14 9. At all relevant times, Defendant Angelic Behavioral Health LLC owned
15 and operated as “Angelic Behavioral Health,” a behavioral health facility doing business
16 in Phoenix, Arizona.

17
18 10. Under the FLSA, Defendant Angelic Behavioral Health LLC is an
19 employer. The FLSA defines “employer” as any person who acts directly or indirectly in
20 the interest of an employer in relation to an employee. At all relevant times, Defendant
21 Angelic Behavioral Health LLC had the authority to hire and fire employees, supervised
22 and controlled work schedules or the conditions of employment, determined the rate and
23 method of payment, and maintained employment records in connection with Plaintiff’s
24 employment with Defendants. As a person who acted in the interest of Defendants in
25
26
27

1 relation to the company's employees, Defendant Angelic Behavioral Health LLC is
2 subject to liability under the FLSA.

3 11. Defendants Joseph Ndungu and Esperance Mapendo are, upon information
4 and belief, husband and wife. They have caused events to take place giving rise to the
5 claims in this Complaint as to which their marital community is fully liable. Joseph
6 Ndungu and Esperance Mapendo are owners of Defendant Angelic Behavioral Health
7 LLC and were at all relevant times Plaintiff's employers as defined by the FLSA, 29
8 U.S.C. § 203(d).
9
10

11 12. Under the FLSA, Defendants Joseph Ndungu and Esperance Mapendo are
12 employers. The FLSA defines "employer" as any person who acts directly or indirectly
13 in the interest of an employer in relation to an employee. At all relevant times, Joseph
14 Ndungu and Esperance Mapendo had the authority to hire and fire employees, supervised
15 and controlled work schedules or the conditions of employment, determined the rate and
16 method of payment, and maintained employment records in connection with Plaintiff's
17 employment with Defendant Angelic Behavioral Health LLC. As persons who acted in
18 the interest of Defendants in relation to the company's employees, Defendants Joseph
19 Ndungu and Esperance Mapendo are subject to individual liability under the FLSA.
20
21

22 13. Plaintiff is further informed, believes, and therefore alleges that each of the
23 Defendants herein gave consent to, ratified, and authorized the acts of all other
24 Defendants, as alleged herein.
25

26 14. Defendants, and each of them, are sued in both their individual and
27 corporate capacities.

1 15. Defendants are jointly and severally liable for the injuries and damages
2 sustained by Plaintiff.

3 16. At all relevant times, Plaintiff was an “employee” of Defendants as defined
4 by the FLSA, 29 U.S.C. § 201, *et seq.*
5

6 17. The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to
7 Defendants.

8 18. At all relevant times, Defendants were and continue to be “employers” as
9 defined by the FLSA, 29 U.S.C. § 201, *et seq.*
10

11 19. The provisions set forth in the A.R.S. Title 23, Articles 7 and 8 apply to
12 Defendants.

13 20. At all relevant times, Plaintiff was an “employee” of Defendants as defined
14 by A.R.S. § 23-362.
15

16 21. At all relevant times, Defendants were and continue to be “employers” of
17 Plaintiff as defined by A.R.S. § 23-362.

18 22. Defendants individually and/or through an enterprise or agent, directed and
19 exercised control over Plaintiff’s work and wages at all relevant times.
20

21 23. On information and belief, Plaintiff, in his work for Defendants, was
22 employed by an enterprise engaged in commerce that had annual gross sales of at least
23 \$500,000.

24 24. At all relevant times, Plaintiff, in his work for Defendants, was engaged in
25 commerce or the production of goods for commerce.
26
27

- 1 h. August 9, 2022: 7:05 a.m. to 2:12 a.m.
- 2 i. August 10, 2022: 7:03 a.m. to 1:48 a.m.
- 3 j. August 11, 2022: 7:00 a.m. to 2:12 a.m.
- 4 k. August 12, 2022: 7:30 a.m. to 12:07 a.m.
- 5 l. August 13, 2022: 7:10 a.m. to 1:14 a.m.
- 6 m. August 14, 2022: 7:10 a.m. to 1:54 a.m.
- 7 n. August 16, 2022: 7:07 a.m. to 2:19 a.m.
- 8 o. August 17, 2022: 7:01 a.m. to 2:19 a.m.
- 9 p. August 19, 2022: 7:04 a.m. to 1:56 a.m.
- 10 q. August 20, 2022: 7:09 a.m. to 2:57 a.m.
- 11 r. August 21, 2022: 7:00 a.m. to 8:45 p.m.

12 33. Defendants failed to compensate Plaintiff any wages whatsoever for such
13
14 time worked.

15
16 34. As such, Defendants failed to compensate Plaintiff any wages whatsoever
17
18 for the three workweeks he worked for them.

19 35. Therefore, for the three workweeks that Plaintiff worked for Defendants,
20
21 Defendants paid Plaintiff no wages whatsoever.

22 36. Shortly after Plaintiff's employment ended, Plaintiff contacted Defendants
23
24 to inquire as to when he could expect to be paid for the work he performed for them.

25 37. In response, Defendants informed Plaintiff that, because he left their
26
27 employment without providing prior notice, he would be forfeiting all wages otherwise
 due and owing to him.

1 38. To date, Defendants still have not paid any wages whatsoever to Plaintiff
2 for such time worked.

3 39. As a result of not having paid any wage whatsoever to Plaintiff during his
4 three workweeks with Defendants, Defendants failed to pay the applicable minimum
5 wage to Plaintiff.
6

7 40. As a result of Defendants' failure to compensate Plaintiff any wage
8 whatsoever for such hours worked, Defendants violated 29 U.S.C. § 206(a).
9

10 41. As a result of Defendants' failure to compensate Plaintiff any wage
11 whatsoever for such hours worked, Defendants violated the AMWA, A.R.S. § 23-363.

12 42. As a result of Defendant's failure to compensate Plaintiff any wage
13 whatsoever for such hours worked, Defendant violated the AMWA, A.R.S. § 23-350, et
14 seq.
15

16 43. Plaintiff was a non-exempt employee.

17 44. Defendants refused and/or failed to properly disclose to or apprise Plaintiff
18 of his rights under the FLSA.

19 45. Plaintiff is a covered employee within the meaning of the FLSA.
20

21 46. Defendants individually and/or through an enterprise or agent, directed and
22 exercised control over Plaintiff's work and wages at all relevant times.

23 47. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
24 from Defendants compensation for unpaid minimum wages, an additional amount equal
25 amount as liquidated damages, interest, and reasonable attorney's fees and costs of this
26 action under 29 U.S.C. § 216(b).
27

1 48. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
2 from Defendants compensation for unpaid wages, an additional amount equal to twice the
3 unpaid minimum wages as liquidated damages, interest, and reasonable attorney's fees
4 and costs of this action under A.R.S § 23-363.

5
6 49. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
7 from Defendants compensation for unpaid wages, to be proven at trial, in an amount that
8 is treble the amount of his unpaid wages, plus interest thereon, and costs incurred under
9 A.R.S. § 23-355.

10
11 **COUNT ONE: FAIR LABOR STANDARDS ACT**
12 **FAILURE TO PAY MINIMUM WAGE**

13 50. Plaintiff realleges and incorporates by reference all allegations in all
14 preceding paragraphs.

15 51. As a result of not paying Plaintiff any wage whatsoever for the three
16 workweeks of his employment, Defendants failed or refused to pay Plaintiff the FLSA-
17 mandated minimum wage.

18
19 52. Defendants' practice of willfully failing or refusing to pay Plaintiff at the
20 required minimum wage rate violated the FLSA, 29 U.S.C. § 206(a).

21 53. Plaintiff is therefore entitled to compensation for the full applicable
22 minimum wage at an hourly rate, to be proven at trial, plus an additional equal amount as
23 liquidated damages, together with interest, reasonable attorney's fees, and costs.

24
25 **WHEREFORE**, Plaintiff, Glenroy Cranston, respectfully requests that this Court
26 grant the following relief in Plaintiff's favor, and against Defendants:
27

- 1 A. For the Court to declare and find that the Defendants violated minimum
2 wage provisions of the FLSA, 29 U.S.C. § 206(a) by failing to pay proper
3 minimum wages;
4 B. For the Court to award Plaintiff's unpaid minimum wage damages, to be
5 determined at trial;
6 C. For the Court to award compensatory damages, including liquidated
7 damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;
8 D. For the Court to award prejudgment and post-judgment interest;
9 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
10 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set
11 forth herein;
12 F. Such other relief as this Court shall deem just and proper.

13
14
15 **COUNT TWO: ARIZONA MINIMUM WAGE ACT**
16 **FAILURE TO PAY MINIMUM WAGE**

17 54. Plaintiff realleges and incorporates by reference all allegations in all
18 preceding paragraphs.

19 55. As a result of not paying Plaintiff any wage whatsoever for his three
20 workweeks of his employment, Defendants willfully failed or refused to pay Plaintiff the
21 Arizona minimum wage.

22 56. Defendants' practice of failing or refusing to pay Plaintiff at the required
23 minimum wage rate violated the AMWA, 23-363.
24
25
26
27

1 57. Plaintiff is therefore entitled to compensation for the full applicable
2 minimum wage at an hourly rate, to be proven at trial, plus an additional amount equal to
3 twice the underpaid wages as liquidated damages, together with interest, reasonable
4 attorney's fees, and costs.
5

6 **WHEREFORE**, Plaintiff, Glenroy Cranston, respectfully requests that this Court
7 grant the following relief in Plaintiff's favor, and against Defendants:

- 8 A. For the Court to declare and find that the Defendants violated minimum
9 wage provisions of the AMWA, A.R.S. § 23-363 by failing to pay proper
10 minimum wages;
11
- 12 B. For the Court to award Plaintiff's unpaid minimum wage damages, to be
13 determined at trial;
14
- 15 C. For the Court to award compensatory damages, including liquidated
16 damages pursuant to A.R.S. § 23-364, to be determined at trial;
17
- 18 D. For the Court to award prejudgment and post-judgment interest;
19
- 20 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
21 action pursuant to A.R.S. § 23-364 and all other causes of action set forth
22 herein;
23
- 24 F. Such other relief as this Court shall deem just and proper.
25

26 **COUNT THREE: ARIZONA WAGE ACT**
27 **FAILURE TO PAY WAGES DUE AND OWING**
 DEFENDANT ANGELIC BEHAVIORAL HEALTH LLC ONLY

28 58. Plaintiff realleges and incorporates by reference all allegations in all
29 preceding paragraphs.

1 59. As a result of the allegations contained herein, Defendant Angelic
2 Behavioral Health LLC did not compensate Plaintiff wages due and owing to him.

3 60. Defendant engaged in such conduct in direct violation of A.R.S. § 23-350.

4 61. As such, unpaid wages for such time Plaintiff worked are owed to Plaintiff
5 for the final workweek in which he was employed by Defendant Angelic Behavioral
6 Health LLC.

7 62. Plaintiff is therefore entitled to compensation for unpaid wages, to be
8 proven at trial, in an amount that is treble the amount of his unpaid wages, plus interest
9 thereon, and costs incurred.
10

11
12 **WHEREFORE**, Plaintiff, Glenroy Cranston, requests that this Court grant the
13 following relief in Plaintiff's favor, and against Defendant:

14 A. For the Court to declare and find that the Defendant Angelic Behavioral
15 Health LLC violated the unpaid wage provisions of A.R.S. § 23-350, et
16 seq., by failing to pay wages due and owing to Plaintiff;

17
18 B. For the Court to award an amount that is treble Plaintiff's unpaid wages
19 pursuant to A.R.S. § 23-355, in amounts to be determined at trial;

20 C. For the Court to award prejudgment and post-judgment interest on any
21 damages awarded;

22 D. For the Court to award Plaintiff's reasonable attorneys' fees and costs of
23 the action and all other causes of action set forth in this Complaint; and
24

25 E. Such other relief as this Court deems just and proper.
26
27

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

RESPECTFULLY SUBMITTED this 3rd day of October, 2022.

BENDAU & BENDAU PLLC

By: /s/ Clifford P. Bendau, II

Clifford P. Bendau, II

Christopher J. Bendau

Attorneys for Plaintiff

VERIFICATION

1
2 Plaintiff, Glenroy Cranston, declares under penalty of perjury that he has read the
3 foregoing Verified Complaint and is familiar with the contents thereof. The matters
4 asserted therein are true and based on his personal knowledge, except as to those matters
5 stated upon information and belief, and, as to those matters, he believes them to be true.
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9 Glenroy Cranston (Oct 4, 2022 02:13 PDT)
10 Glenroy Cranston
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CRANSTON; COMPLAINT DRAFT 1 (TO CLIENT); 10-3-22

Final Audit Report


2022-10-04

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